

# EXHIBIT B

# EXHIBIT B

Summons and Complaint

**SUMM**

Mark R. Thierman, Nev. Bar No. 8285  
mark@thiermanbuck.com  
Joshua D. Buck, Nev. Bar No. 12187  
josh@thiermanbuck.com  
Joshua R. Hendrickson, Nev. Bar No. 12225  
joshh@thiermanbuck.com  
Leah L. Jones, Nev. Bar No. 13161  
leah@thiermanbuck.com  
THIERMAN BUCK LLP  
7287 Lakeside Drive  
Reno, Nevada 89511  
Tel. (775) 284-1500  
Fax. (775) 703-5027

*Attorneys for Plaintiff*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

LEANN MERCER, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

CAESARS ENTERTAINMENT, INC.;  
PARIS LAS VEGAS OPERATING CO., LLC; and DOES 1 through 50, inclusive,

Defendants.

Case No.: A-23-870682-C  
Dept. No.

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO DEFENDANT PARIS LAS VEGAS OPERATING CO., LLC:** A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
  - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

THIERMAN BUCK LLP  
7287 Lakeside Drive  
Reno, NV 89511  
(775) 284-1500 Fax (775) 703-5027  
Email info@thiermanbuck.com www.thiermanbuck.com

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027


Email info@thiermanbuck.com www.thiermanbuck.com

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to so respond will result in judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

STEVEN D. GRIERSON  
CLERK OF COURT

By:  5/16/2023  
Deputy Clerk Date

Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

Submitted by:

**THIERMAN BUCK LLP**

Demond Palmer

/s/ Joshua R. Hendrickson

Mark R. Thierman  
Joshua D. Buck  
Joshua R. Hendrickson  
Leah L. Jones  
THIERMAN BUCK LLP  
7287 Lakeside Drive  
Reno, Nevada 89511

*Attorneys for Plaintiff*

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

Email info@thiermanbuck.com www.thiermanbuck.com

**SUMM**

Mark R. Thierman, Nev. Bar No. 8285

mark@thiermanbuck.com

Joshua D. Buck, Nev. Bar No. 12187

josh@thiermanbuck.com

Joshua R. Hendrickson, Nev. Bar No. 12225

joshh@thiermanbuck.com

Leah L. Jones, Nev. Bar No. 13161

leah@thiermanbuck.com

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, Nevada 89511

Tel. (775) 284-1500

Fax. (775) 703-5027

*Attorneys for Plaintiff*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

A-23-870682-C

LEANN MERCER, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

~~CAESARS ENTERTAINMENT, INC. \*~~  
PARIS LAS VEGAS OPERATING CO.,  
LLC; and DOES 1 through 50, inclusive,

Defendants.

Case No.:

Dept. No.

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO DEFENDANT CAESARS ENTERTAINMENT, INC.:** A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

Email info@thiermanbuck.com www.thiermanbuck.com

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to so respond will result in judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

STEVEN D. GRIERSON  
CLERK OF COURT

By:  5/16/2023

Deputy Clerk Date

Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

Submitted by:

**THIERMAN BUCK LLP**

Demond Palmer

/s/ Joshua R. Hendrickson

Mark R. Thierman

Joshua D. Buck

Joshua R. Hendrickson

Leah L. Jones


THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, Nevada 89511

*Attorneys for Plaintiff*

Electronically Filed  
5/12/2023 9:18 PM  
Steven D. Grierson  
CLERK OF THE COURT


**COMJD**

Mark R. Thierman, Nev. Bar No. 8285  
mark@thiermanbuck.com  
Joshua D. Buck, Nev. Bar No. 12187  
josh@thiermanbuck.com  
Joshua R. Hendrickson, Nev. Bar No. 12225  
joshh@thiermanbuck.com  
Leah L. Jones, Nev. Bar No. 13161  
leah@thiermanbuck.com  
THIERMAN BUCK LLP  
7287 Lakeside Drive  
Reno, Nevada 89511  
Tel. (775) 284-1500  
Fax. (775) 703-5027

CASE NO: A-23-870682-C  
Department 6

*Attorneys for Plaintiff*

**EIGHTH JUDICIAL DISTRICT COURT****CLARK COUNTY, NEVADA**

LEANN MERCER, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

CAESARS ENTERTAINMENT, INC.;  
PARIS LAS VEGAS OPERATING CO.,  
LLC; and DOES 1 through 50, inclusive,

Defendants.

Case No.:  
Dept. No.

**COLLECTIVE AND CLASS ACTION  
COMPLAINT**

- 1) Failure to Pay Overtime in Violation of 29 U.S.C. § 207, *et al.*;
- 2) Failure to Pay Minimum Wages in Violation of the Nevada Constitution and § NRS 608.250;
- 3) Failure to Compensate for All Hours Worked in Violation of NRS 608.016 and 608.140;
- 4) Failure to Pay Overtime in Violation of NRS § 608.018 and NRS § 608.140; and
- 5) Failure to Pay Wages Due and Owing in Violation of NRS 608.020-.050 and NRS 608.140.

**ARBITRATION EXEMPTION CLAIMED:  
CLASS ACTION**

**LIEN REQUESTED PURSUANT TO  
NRS 608.050**

**JURY TRIAL DEMANDED**

COMES NOW Plaintiff LEANN MERCER, on behalf of herself and all others similarly situated, and alleges the following:

1 All allegations in the Complaint are based upon information and belief except for  
 2 those allegations that pertain to the Plaintiff named herein and her counsel. Each  
 3 allegation in the Complaint either has evidentiary support or is likely to have evidentiary  
 4 support after a reasonable opportunity for further investigation and discovery.

### 5 **JURISDICTION AND VENUE**

6 1. This Court has original jurisdiction over the state law claims alleged herein  
 7 because the amount in controversy exceeds \$15,000 and a party seeking to recover  
 8 unpaid wages has a private right of action pursuant to the Nevada Revised Statute ("NRS")  
 9 Chapter 608. See *Neville v. Eighth Judicial Dist. Court in & for County of Clark*, 406 P.3d  
 10 499, 502 (Nev. 2017). Plaintiff made a proper demand for wages due pursuant to NRS  
 11 608.140 on May 4, 2023. Plaintiff also claims a private cause of action to foreclose a lien  
 12 against the property owner for wages due pursuant to NRS 608.050.

13 2. This Court has jurisdiction over the federal claims alleged herein pursuant  
 14 to the Fair Labor Standards Act ("FLSA") 29 U.S.C. § 216(b) which states: "An action to  
 15 recover the liability prescribed in the preceding sentences may be maintained against any  
 16 employer (including a public agency) in any Federal or State court of competent jurisdiction  
 17 by any one or more employees for and in behalf of himself or themselves and other  
 18 employees similarly situated."

19 3. Venue is proper in this Court because one or more of the Defendants named  
 20 herein maintains a principal place of business or otherwise is found in this judicial district  
 21 and many of the acts complained of herein occurred in Clark County, Nevada, which is  
 22 located within this district.

### 23 **PARTIES**

24 4. Plaintiff LEANN MERCER ("Plaintiff" or "MERCER") is a natural person  
 25 who is and has been a resident of Clark County, Nevada during the relevant time period  
 26 alleged herein.

27 5. Defendant CAESARS ENTERTAINMENT, INC. ("Caesars") is a foreign  
 28 corporation headquartered in Nevada and is the largest casino operator in the United

1 States. Caesars' Agent of Service, Corporation Service Company, is located at 112 N.  
2 Curry Street, Carson City, NV, 89703, USA.

3 6. Defendant PARIS LAS VEGAS OPERATING CO., LLC ("Paris") is a  
4 Domestic Limited-Liability Company registered with the Nevada Secretary of State.  
5 Paris' Agent of Service, Corporation Service Company, is located at 112 N. Curry Street,  
6 Carson City, NV, 89703, USA.

7 7. Caesars and Paris are each referred to herein as a "Defendant" or  
8 "Defendants." The Defendants named herein are the employers of Plaintiff and all  
9 collective and class action members alleged herein. Defendants are employers engaged  
10 in commerce under the provisions of NRS 608.011.

11 8. The identity of DOES 1-50 is unknown at this time and the Complaint will  
12 be amended at such time when the identities are known to Plaintiff. Plaintiff is informed  
13 and believes that each Defendant sued herein as DOE is responsible in some manner  
14 for the acts, omissions, or representations alleged herein and any reference to  
15 "Defendant" or "Defendants" herein shall mean "Defendants and each of them."

### 16 **FACTUAL ALLEGATIONS**

17 9. Caesars owns and operates the World Series of Poker ("WSOP"). The  
18 WSOP is a series of poker tournaments held annually in Paradise, Nevada. Every year,  
19 Caesars operates WSOP tournaments and live cash games at casino hotels that are  
20 owned and operated by Caesars, including the Rio All-Suite Hotel and Casino, the Paris  
21 Las Vegas Hotel and Casino, and (starting in 2023) the Horseshoe Las Vegas Hotel and  
22 Casino. Caesars employs poker dealers to work at their WSOP tournaments and live  
23 cash games every year.

24 10. Plaintiff has worked as a seasonal WSOP dealer for Caesars every year  
25 since 2017, except 2020 (due to the COVID 19 pandemic). While Caesars initially  
26 classified Plaintiff as an independent contractor prior to 2020, beginning in 2021 and  
27 continuing through the present, Defendants have hired Plaintiff each year to work as an  
28 hourly paid non-exempt employee dealer for WSOP tournaments and live cash games



1 for the duration of the WSOP season. Each year, Defendants have terminated Plaintiff's  
2 employment at the conclusion of the WSOP season.

3 **Defendants' Failure to Pay For Time Worked Attending Required Training**  
4 **Sessions**

5 11. Defendants required Plaintiff and all other similarly situated WSOP dealers  
6 to attend training sessions around the beginning of each WSOP season. Training  
7 focused on subjects such as Defendants' active shooter protocols, anti-money  
8 laundering rules, sexual harassment policies, safety policies, cardroom rules and  
9 policies, and other practices and policies concerning Defendants' business and  
10 employment of Plaintiff and other WSOP dealers.

11 12. Defendants did not pay Plaintiff and other similarly situated WSOP dealers  
12 for all of their time worked attending these training sessions. For example, Plaintiff  
13 estimates that she spent approximately seven-and-a-half (7.5) hours attending training  
14 sessions at the beginning of the 2022 WSOP season. However, Defendants only paid  
15 Plaintiff for three (3) hours of work for her time spent attending training sessions.  
16 Defendants did not pay Plaintiff for the additional four-and-a-half (4.5) hours spent  
17 attending training sessions.

18 13. Plaintiff's experience as described above is not unique. Other WSOP  
19 dealers have informed Plaintiff that they have similarly only been paid for (3) hours of  
20 training time, even though such employees similarly spent significantly more than three  
21 hours of time attending the required training sessions. Based on information and belief,  
22 Defendants systemically failed to pay Plaintiff and all other similarly situated WSOP  
23 dealers for their time worked attending required training sessions.

24 **Defendants' Failure to Include Non-Discretionary Payments in Overtime**  
25 **Calculations**

26 14. Defendants paid Plaintiff an hourly base rate of \$12.50 per hour. In  
27 addition, when Plaintiff was dealing certain games, Defendants paid Plaintiff an  
28 additional guaranteed amount of \$15.00 to \$20.00 per "down," which Defendants

1 referred to as a “Guaranteed Down Rate.” A “down” refers to a set amount of time  
2 (commonly half an hour) that a poker dealer spends dealing cards at a given table.  
3 Including the Guaranteed Down Rate, WSOP poker dealers could earn a regular hourly  
4 rate of over \$50 an hour.

5 15. Plaintiff regularly worked in excess of eight (8) hours in a workday and forty  
6 (40) hours in a workweek. When Plaintiff worked overtime, she was compensated  
7 overtime at one and one-half (1 ½) times her base hourly rate of pay without including  
8 the additional non-discretionary compensation paid in the form of the Guaranteed Down  
9 Rate wages.

10 16. For example, attached hereto as Exhibit A is a true and correct copy of an  
11 itemized pay statement that Defendants provided to Plaintiff, which represents employee  
12 wages for the pay period of June 10, 2022, through June 23, 2022. During this two-week  
13 pay period, Plaintiff worked 106.5 hours. Based on information and belief, Plaintiff  
14 worked more than eight (8) hours in a workday and forty (40) hours in a workweek in  
15 each of the two workweeks falling within this pay period. Defendants compensated  
16 Plaintiff for 80 hours of regular time at her base rate of \$12.50 per hour, for a total of  
17 \$1000.00. Defendants further compensated Plaintiff an additional \$1,750.00 in three  
18 separate line items labeled “Tokes,” which included the Guaranteed Down Rate due for  
19 time worked dealing specified tables during that pay period. However, Defendants only  
20 compensated Plaintiff for her 26.5 hours of overtime at an overtime rate of \$18.75 (1 ½  
21 times her base hourly rate of \$12.50), for a total of \$496.88. Defendants did not include  
22 the nondiscretionary Guaranteed Down Rate compensation in the regular rate for the  
23 purpose of calculating overtime and did not pay Plaintiff any overtime premium on the  
24 Guaranteed Down Rate wages. Plaintiff is therefore owed \$217.72 in unpaid overtime  
25 for this pay period.

26 17. Plaintiff’s experience as described above is not unique. Defendants  
27 maintain an unlawful payment practice of paying Plaintiff and all other similarly situated  
28 employees the base hourly rate of pay for overtime without including other forms of non-

discretionary compensation such as the Guaranteed Down Rate. Defendants' calculation error is systematic and applies to all non-exempt employees who worked overtime within the relevant period and who were paid non-discretionary compensation in the form of a Guaranteed Down Rate beyond their base hourly pay. Defendants are legally required to maintain all pay documentation that will demonstrate the amount of overtime wages owed to Plaintiff and all members of the putative collective action and classes.

### **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

18. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

19. Plaintiff brings this action on behalf of herself and all other similarly situated employees as a collective action under the Fair Labor Standards Act (FLSA) and a class action under Rule 23 of the Federal Rules of Civil Procedure.

20. Plaintiff brings this action on behalf of herself and the following FLSA Collective of similarly situated individuals:

**FLSA Collective:** All persons who worked over 40 hours in a workweek and who were paid a base hourly rate of pay plus non-discretionary compensation in the form of a Guaranteed Down Rate and who were employed by Defendants in the United States at any time during the relevant time period.

21. With regard to the conditional certification mechanism under the FLSA, Plaintiff is similarly situated to those she seeks to represent for the following reasons, among others:

- A. Defendants employed Plaintiff and all other FLSA Collective Members as hourly-paid employees who did not receive their overtime premium pay at one and one-half times the regular rate of pay for all hours they worked over forty (40) hours in a workweek.
- B. Plaintiff's situation is similar to those she seeks to represent because Defendants failed to pay Plaintiff and all other FLSA Collective Members their full overtime wages owed.

**THERMAN BUCK LLP**  
 7287 Lakeside Drive  
 Reno, NV 89511  
 (775) 284-1500 Fax (775) 703-5027  
 Email info@thermanbuck.com www.thermanbuck.com

- C. Common questions exist as to whether Plaintiff and all other members of the FLSA Collective worked overtime hours but yet were not compensated their correct overtime rate of pay.
- D. Upon information and belief, Defendants employ, and have employed, in excess of 1,000 FLSA Collective Members within the applicable statute of limitations period.
- E. Plaintiff has signed or will sign a Consent to Sue form to be filed in the court.

22. Plaintiff brings this action on behalf of herself and the following **Nevada Classes** of similarly situated individuals employed by Defendants:

- A. **Regular Rate Class:** All persons who worked over 40 hours in a workweek and who were paid a base hourly rate of pay plus non-discretionary compensation in the form of a Guaranteed Down Rate and who were employed by Defendants in the state of Nevada at any time during the relevant time period.
- B. **Training Class:** All current and former persons employed by Defendants as WSOP dealers during the relevant time period in the State of Nevada who attended Defendants' required training sessions without receiving compensation for all hours worked attending such training.
- C. **Wages Due and Owing Sub-Class:** All members of the Regular Rate Class and/or the Training Class who are former employees.

23. Class treatment is appropriate under Rule 23's class certification mechanism because:

- A. The Classes are Sufficiently Numerous: Upon information and belief, Defendants employ and have employed in excess of 1,000 Class Members in each class within the applicable time period. Because Defendants are legally obligated to keep accurate payroll records, Plaintiff alleges that Defendants' records will establish the members of these Classes as well as their numerosity.
- B. Plaintiff's Claims are Typical to Those of Fellow Class Members: Each Class Member is and was subject to the same practices, plans, or policies as Plaintiff.

1 C. Common Questions of Law and Fact Exist: Common questions of  
 2 law and fact exist and predominate as to Plaintiff and the Class Members,  
 3 including, without limitation: (1) Whether Defendants paid Overtime wages at the  
 4 correct legal rate; and (2) Whether Plaintiff and members of the Wages Due and  
 5 Owing Sub-Class Class are entitled to continuation wages for the failure to pay  
 6 them pursuant to Nevada law.

7 D. Plaintiff is an Adequate Representative of the Classes: Plaintiff will  
 8 fairly and adequately represent the interests of the Classes because Plaintiff is a  
 9 member of all the Classes, she has issues of law and fact in common with all  
 10 members of the Classes, and her interests are not antagonistic to Class  
 11 members. Plaintiff and her counsel are aware of their fiduciary responsibilities to  
 12 Class Members and are determined to discharge those duties diligently by  
 13 vigorously seeking the maximum possible recovery for Class Members.

14 E. Predominance/Superior Mechanism: Class claims predominate and  
 15 a class action is superior to other available means for the fair and efficient  
 16 adjudication of this controversy. Each Class Member has been damaged and is  
 17 entitled to recovery by reason of Defendants' illegal policy and/or practice of  
 18 failing to compensate its employees in accordance with Nevada wage and hour  
 19 law. The prosecution of individual remedies by each Class Member will tend to  
 20 establish inconsistent standards of conduct for Defendants and result in the  
 21 impairment of Class Members' rights and the disposition of their interest through  
 22 actions to which they were not parties.

### 23 FIRST CAUSE OF ACTION

#### 24 **Failure to Pay Overtime Wages in Violation of FLSA, 29 U.S.C. § 207**

#### 25 **(On Behalf of Plaintiff and the FLSA Collective Against Defendants)**

26 24. Plaintiff realleges and incorporates by this reference all the paragraphs  
 27 above in this Complaint as though fully set forth herein.

25. 29 U.S.C. § 207(a)(1) provides as follows: “Except as otherwise provided in the section, no employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times **the regular rate** at which he is employed.” *Emphasis added.*

26. “Regular rate” is defined to include “all remuneration for employment paid to, or on behalf of, the employee[.]” 29 U.S.C. § 207(e); *see also* 29 C.F.R. § 778.211 (“Bonuses which are announced to employees to induce them to work more steadily or more rapidly or more efficiently or to remain with the firm are regarded as part of the regular rate of pay.”) “The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact.” *Newman v. Advanced Tech. Innovation Corp.*, 749 F.3d 33, 37 (1st Cir. 2014) (quoting *Walling v. Youngerman–Reynolds Hardwood Co.*, 325 U.S. 419, 424, 65 S.Ct. 1242, 89 L.Ed. 1705 (1945)); *see also* 29 C.F.R. § 778.211 (“For example, any bonus which is promised to employees upon hiring or which is the result of collective bargaining would not be excluded from the regular rate under this provision of the Act.”).

27. Based on the allegations set forth above, Defendants failed to include non-discretionary compensation in the form of Guaranteed Down Rate wages in the regular rate of pay for the purposes of calculating overtime premiums due to Plaintiff and all members of the FLSA Collective.

28. The statute of limitations under the FLSA is 3 years for willful violations. Defendants’ policy of failing to pay overtime on nondiscretionary wages for time worked is a willful and reckless violation of federal wage and overtime requirements. Defendants have sought to avoid their wage-hour obligations by refusing to properly compensate employees for overtime even though there is no reasonable basis to exclude the

1 nondiscretionary Guaranteed Down Rate wages from the regular rate of pay for purposes  
2 of calculating overtime compensation. Accordingly, Defendant's conduct in this regard  
3 has been willful.

4 29. Wherefore, Plaintiff demands for herself and all FLSA Collective Members  
5 that Defendants pay Plaintiff and FLSA Collective Members their full overtime wages at  
6 the applicable legal rate of pay during the relevant time period together with liquidated  
7 damages, attorneys' fees, costs, as provided by law.

## 8 **SECOND CAUSE OF ACTION**

### 9 **Failure to Pay Minimum Wages in Violation of the Nevada Constitution and**

#### 10 **NRS § 608.250**

#### 11 **(On Behalf of Plaintiff and the Training Class Against Defendants)**

12 30. Plaintiff realleges and incorporates by this reference all the paragraphs  
13 above in this Complaint as though fully set forth herein.

14 31. Article 15 Section 16 of the Nevada Constitution sets forth the minimum  
15 wage requirements in the State of Nevada and further provides that "[t]he provisions of  
16 this section may not be waived by agreement between an individual employee and an  
17 employer. ... An employee claiming violation of this section may bring an action against  
18 his or her employer in the courts of this State to enforce the provisions of this section  
19 and shall be entitled to all remedies available under the law or in equity appropriate to  
20 remedy any violation of this section, including but not limited to back pay, damages,  
21 reinstatement or injunctive relief. An employee who prevails in any action to enforce this  
22 section shall be awarded his or her reasonable attorney's fees and costs."

23 32. NRS 608.016 states, "An employer shall pay to the employee wages for  
24 each hour the employee works. An employer shall not require an employee to work  
25 without wages during a trial or break-in period."

26 33. Nevada law does not permit the averaging of minimum wages over the  
27 course of the workweek. *See In re: Amazon.com v. Busk*, 905 F.3d 387, 406-07(6th Cir.



2018). Each hour worked must be compensated at least at the requisite minimum wage rate.

34. By failing to compensate Plaintiff and all other members of the Training Class for all time spent attending required training sessions, Defendants failed to pay Plaintiff and members of the Training Class at least the Constitutionally required minimum wage for all the compensable hours they worked.

35. Wherefore, Plaintiff demands for herself and for all Training Class Members payment by Defendants at the minimum wage rate of pay or their regular hourly rate, whichever is higher, including all overtime premiums if applicable, for all hours worked during the relevant time period alleged herein together with attorneys' fees, costs, and interest, and all other damages, as provided by law.

### **THIRD CAUSE OF ACTION**

#### **Failure to Compensate for All Hours Worked in Violation of NRS § 608.016 and NRS § 608.140**

#### **(On Behalf of Plaintiff and the Training Class Against Defendants)**

36. Plaintiff realleges and incorporates by this reference all the paragraphs above in the Complaint as though fully set forth herein.

37. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

38. NRS 608.016, entitled, "Payment for each hour of work; trial or break-in period not excepted," states that: "An employer shall pay to the employee wages for each hour the employee works. An employer shall not require an employee to work without wages during a trial or break-in period."

39. By failing to compensate Plaintiff and all other members of the Training Class for all time spent attending and completing required training sessions, Defendants failed to pay Plaintiff and members of the Training Class for all the compensable hours they worked in violation of NRS 608.140 and 608.016.



40. Wherefore, Plaintiff demands for herself and for all Training Class Members payment by Defendants at their regular rate of pay, or any applicable overtime premium rate, whichever is higher, for all hours worked but not paid during the relevant time period alleged herein, together with attorneys' fees, costs, and interest as provided by law.

#### **FOURTH CAUSE OF ACTION**

#### **Failure to Pay Overtime Wages in Violation of NRS § 608.018 and NRS § 608.140 (On Behalf of Plaintiff and the Nevada Regular Rate Class Against Defendants)**

41. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

42. NRS 608.140 provides that an employee has a private right of action to sue for unpaid wages.

43. NRS 608.018(1) provides as follows:

An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate less than 1 1/2 times the minimum rate set forth in NRS 608.250 works: (a) More than 40 hours in any scheduled week of work; or (b) More than 8 hours in any workday unless by mutual agreement the employee works a scheduled 10 hours per day for 4 calendar days within any scheduled week of work.

44. NRS 608.018(2) provides as follows:

An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate not less than 1 1/2 times the minimum rate set forth in NRS 608.250 works more than 40 hours in any scheduled week of work.

45. The "regular rate" under Nevada is the same as defined under federal law. See NAC 608.125(2) ("If an employee is paid by salary, piece rate or any other wage rate except for a wage rate based on an hour of time, the rate of compensation for the purposes of paragraph (b) of subsection 2 of NRS 608.018 is determined by dividing the

1 amount paid to an employee in a week by the number of hours worked by the employee  
2 during the week.”).

3 46. Based on the allegations set forth above, Defendants failed to include non-  
4 discretionary compensation in the form of Guaranteed Down Rate wages in the regular  
5 rate of pay for Plaintiff and all members of the Nevada Regular Rate Class.

6 47. Wherefore, Plaintiff demands for herself and all Nevada Regular Rate  
7 Class Members that Defendants pay Plaintiff and Nevada Regular Rate Class Members  
8 their full overtime wages at the applicable legal rate of pay during the relevant time period  
9 together with attorneys’ fees, costs, and interest, as provided by law.

### 10 **FIFTH CAUSE OF ACTION**

#### 11 **Failure to Pay Wages Due and Owing in Violation of NRS § 608.020-.050 and** 12 **NRS § 608.140**

#### 13 **(On Behalf of Plaintiff and the Wages Due and Owing Sub-Class Against** 14 **Defendants)**

15 48. Plaintiff realleges and incorporates by this reference all the paragraphs  
16 above in this Complaint as though fully set forth herein.

17 49. NRS 608.140 provides that an employee has a private right of action for  
18 unpaid wages. Plaintiff has made a demand for unpaid wages upon Defendant pursuant  
19 to NRS 608.140, but satisfactory payment was not received.

20 50. NRS 608.020 provides that “[w]henver an employer discharges an  
21 employee, the wages and compensation earned and unpaid at the time of such  
22 discharge shall become due and payable immediately.”

23 51. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer  
24 who fails to pay a discharged or quitting employee: “Within 3 days after the wages or  
25 compensation of a discharged employee becomes due; or on the day the wages or  
26 compensation is due to an employee who resigns or quits, the wages or compensation  
27 of the employee continues at the same rate from the day the employee resigned, quit, or  
28 was discharged until paid for 30 days, whichever is less.”



THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

Email info@thiermanbuck.com www.thiermanbuck.com

1. For an order conditionally certifying the action under the FLSA and providing notice to all similarly situated employees so they may participate in the lawsuit;
2. For an order certifying this action as a class action on behalf the proposed Nevada state law Classes and providing notice to all Class Members so they may participate in this lawsuit;
3. For an order appointing Plaintiff as the Representatives of the Collective and Classes and her counsel as Collective and Class Counsel;
4. For damages according to proof for overtime wages at the correct legal rate of pay under federal law;
5. For liquidated damages for the improper overtime payments;
6. For damages according to proof for overtime wages at the correct legal rate of pay under state law;
7. For continuation wages;
8. For a lien on the properties where Plaintiff and all Nevada Class Members labored;
9. For interest as provided by law at the maximum legal rate;
10. For reasonable attorneys' fees authorized by statute;
11. For costs of suit incurred herein;
12. For pre-judgment and post-judgment interest, as provided by law; and
13. For such other and further relief as the Court may deem just and proper.

DATED: May 12, 2023

THIERMAN BUCK LLP

/s/ Joshua R. Hendrickson

Mark R. Thierman, Nev. Bar No. 8285

mark@thiermanbuck.com

Joshua D. Buck, Nev. Bar No. 12187

josh@thiermanbuck.com

Joshua R. Hendrickson, Nev. Bar No. 12225

joshh@thiermanbuck.com

Leah L. Jones, Nev. Bar No. 13161

leah@thiermanbuck.com

# Exhibit A

LEANN MARIE D MERCER 184203 20220627 175109		EMPLOYER:PLV PROPERTY:N70	EE NO: [REDACTED] DEPT NO: 10118
BULLETIN BOARD			
PARIS LV OPERATING CO LLC 3655 LAS VEGAS BLVD SOUTH, LAS VEGAS, NV 89109			
SPECIAL INFORMATION		CHECK DATE: 6/30/2022 PERIOD BEGIN: 6/10/2022 PERIOD END: 6/23/2022 PAY FREQUENCY: B PRIMARY JOB BASE RATE: 12.5000	
PTO/VAC TAKEN PAY PD		CHECK NO: 18288257	
PTO/VAC AVAILABLE			
PTO/VAC TAKEN YTD			
GROSS	PRE TAX	TAXABLE WAGES	TAXES
CURRENT	3246.88	324.69	2922.19
Y-T-D	5389.05	324.69	5064.36
DEDUCTIONS		NET PAY	
2236.30			

HOURS AND EARNINGS						TAXES AND DEDUCTIONS		
DESCRIPTION	UNIT/ HOURS	CURRENT RATE	EARNINGS	UNIT/ HOURS	Y-T-D EARNINGS	DESCRIPTION	CURRENT AMOUNT	Y-T-D AMOUNT
REGULAR	80.00	12.5000	1000.00	128.00	1600.00	FEDERAL TX	437.50	638.60
OVERTIME	26.50	18.7500	496.88	43.00	806.26	FICA TAXES	248.39	412.26
OT PREM					5.29	401K PRE T	324.69	324.69
TOKES			280.00		2840.00	DIRECT DEP	2236.30	4013.50
TOKES			705.00					
TOKES			765.00					
INCENTIVE					100.00			
ORIENTATN				3.00	37.50			
TOTAL HRS WORKED	106.50		1496.88	174.00	2443.76			
TOTAL	106.50		3246.88	174.00	5389.05	TOTAL	3246.88	5389.05

**PARIS LV OPERATING CO LLC**  
**1 CAESARS PALACE DRIVE**  
**LAS VEGAS, NV 89109**

NO. 18288257

DATE 6/30/2022

NAME

LEANN MARIE D MERCER

LAS VEGAS, NV [REDACTED]

AMOUNT

\$\*\*\*\*\*2236.30\*

DIRECT DEPOSIT ACCOUNT

\*\*\*\*[REDACTED] 3183

**NON-NEGOTIABLE****DIRECT DEPOSIT ADVICE**